

CITY OF AUSTELL, GEORGIA

INVITATION TO BID (ITB)

FOR

Hotel Street Sidewalk

ITB # RFB-22-00001-PW

For all questions about this ITB, contact the City via email:

accountspayable@austellga.gov

RELEASED ON :

February 11, 2022

DUE ON :

March 11, 2022 by 10am

Austell City Hall

2716 Broad Street, Austell, GA 30106

All bids must be accompanied by a Bid Bond in the amount not less than five percent (5%) of the Total Base Bid. Performance and Payment Bond, each in the amount of one hundred percent (100%) of the total contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, latest edition.

E-Verify and Bid number must be printed (written) on outside of sealed bid.

INTRODUCTION

Purpose of Procurement

The City of Austell (city) is accepting sealed bids from qualified contractors for the purpose of building a sidewalk on Hotel Street.

Communication with Staff

From the issue date of the bidding document and until a Contractor is selected and the selection is made public, Contractors are not allowed to communicate for any reason with any City staff or elected official with the exception of the Finance Department, or as provided on existing contracts. For violation of this provision, the City may reject any bid of the offending bidder.

Questions and Answers

All questions concerning this ITB must be submitted via email or writing to the City's Finance Department:

Finance Department
City Hall
2716 Broad Street, S.W.
Austell, Georgia 30106
accountspayable@austellga.gov

Delivery of Bids

All bids must be delivered no later than March 11, 2022 at 10am, at which time bids will be publicly opened and read aloud.

Bids should be delivered to:

Finance Department
City Hall
2716 Broad Street, SW
Austell, GA 30106

All bids must be received by the City by the specified date and time. It is not sufficient to show that the submittal was mailed in time to be received before the scheduled closing time. The City will not be responsible for any bids delivered incorrectly or not received by the specified date and time.

SCOPE OF WORK

Up to 38 cubic yards of concrete
Contractor is responsible for all aspects of forming the sidewalk
4 ADAs
Back fill sidewalk
485 x 5.5 x 4"
3500 PSI Concrete
Clean all work areas

Bid Format and Submission

Bids should be submitted no later than March 11, 2022 at 10am. Each bid should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The Bidder is solely responsible for the cost of responding to this ITB.

Clearly label the outside of the SEALED envelope as follows:

Name of company submitting the bid

Hotel Street Sidewalk

ITB # RFB-22-0001-PW

E-Verify #

The Bidder shall submit one original (conspicuously marked "Original") and two (2) copies of their written bid.

A submitted bid may be withdrawn prior to the due date by a written request to the Finance Department. The request to withdraw a bid must be signed by an authorized individual.

Selection Criteria

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

- The ability, capacity and skill of the bidder to perform the contract.
- The character, integrity, reputation, judgment, experience and efficiency of the Contractor.
- The quality of performance on previous contracts.

The City of Austell reserves the right to waive irregularities, informalities, and technicalities, or to readvertise the bid. The City has the right to reject all bids or any bid that is non-responsive or not responsible.

TERMS AND CONDITIONS

- No person or business entity shall on the grounds of race, color, national origin, sex, age, or handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City.
- Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for bid shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70 et. seq., unless otherwise provided by law.
- Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Austell or any other governmental entity.
- Compliance with Laws: In connection with the furnishings of supplies or performance of work under the contract, the bidder agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontractors awarded hereunder.
- The City's policy and procedures for this process are available in the Finance Department for inspection.
- If a bidder has any existing client relationship that involves the City of Austell Mayor and Council, the bidder must disclose each relationship.

OTHER INFORMATION

Financial Standing

The Contractor selected must be able, if requested, to provide proof that they are in good financial standing. All records submitted by the Contractor may be subject to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq. As such, the Contractor should be careful to not provide any proprietary information. In addition, the City may require contact information with the Contractor's financial institution(s), along with the necessary consent for the City to contact the institution to inquire as to the financial status of the Contractor.

Insurance Requirements

Prior to the award of a contract, the Contractor shall furnish a Certificate of Coverage or other proof that it has the following insurance with the City named as additional insured that must remain in force for a period of at least one 60 days after completion of the work:

- **Workers Compensation and Employer Liability Insurance –**
The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the limits below. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker's Compensation Limits:	Statutory
Employer's Liability Limits:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this agreement.

- **Commercial General and Umbrella Liability Insurance –**
The Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of no less than \$1,000,000 each occurrence, \$2,000,000 aggregate, as shall protect him and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the contract agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

- a) Comprehensive Form
- b) Contractual Insurance
- c) Personal Injury
- d) Broad Form Property Damage
- e) Premises – Operations
- f) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by automobile liability under the contract. Policy coverage must be on an occurrence basis.

The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by

commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

- Business Auto and Umbrella Liability Insurance –
The Contractor shall procure and shall maintain business automobile liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by General Contractor pursuant to this agreement or under any applicable auto physical damage coverage.

Any and all companies providing insurance required by the contract must be duly licensed or authorized in Georgia to issue insurance policies for the required limits and coverages. For all contracts, regardless of risk, companies providing insurance under this contract shall have an A.M. Best rating of A-VII or better.

Hold Harmless Agreement

The Contractor shall hold harmless the City of Austell from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

Bonds

Each bid must be accompanied by a bid bond with good and sufficient surety or sureties approved by the Contractor for faithful acceptance of the contract, payable to, in favor of, and for the protection of the City in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, in the form of a certified check, cashier's check, or cash in equal amount.

The successful bidder will be required to furnish performance and payment bonds with the executed agreement meeting the requirements of the contract documents, each in the amount of one hundred percent (100%) of the bid. The bond surety either must be authorized by the Insurance Commissioner to do business in Georgia and must be on the United States Department of Treasury's list of approved sureties.

Certifications

The City of Austell will not enter into a contract for the physical performance of services unless the Contractor(s) and or Subcontractor(s) registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Each bid must be accompanied by a notarized work authorization affidavit, as defined in OCGA 13-10-91, et seq, attesting to the following:

- The affiant has registered with and is authorized to use the federal work authorization program.
- The user identification number and date of authorization for the affiant; and
- The affiant is using and will continue to use the federal work authorization program throughout the contract period.